

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE
CONTRACT 61 (MC2018-14)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2018-30

**USPS NOTICE OF AMENDMENT TO
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 61,
FILED UNDER SEAL
(October 21, 2020)**

The Postal Service hereby provides notice that the terms of Priority Mail & First-Class Package Service Contract 61, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail & First-Class Package Service Contract 61 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective three business days following the day that the Commission completes its review of this filing.

The Postal Service is also filing supporting financial documentation and a certified statement as required by 39 C.F.R. § 3015.5. The certified statement required by 39 C.F.R. § 3015.5(c)(2) is provided in Attachment B. A redacted version of the supporting financial documentation is included with this filing as a separate Excel file. The Postal Service's original application for non-public treatment in this docket is hereby incorporated by reference for the protection of these materials.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

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October 21, 2020

ATTACHMENT A
REDACTED AMENDMENT TO
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 61

AMENDMENT #2
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING
PRIORITY MAIL SERVICE
AND
FIRST-CLASS PACKAGE SERVICE

WHEREAS, the United States Postal Service (the "Postal Service") and [REDACTED] "Customer") entered into a Shipping Services Contract, Priority Mail & First-Class Package Service Contract 61/Docket No. CP2018-30, regarding Priority Mail and First-Class Package Service on October 10, 2017.

WHEREAS, the Parties desire to amend the terms of the Contract in Sections I.B, I.F, III and IV; added new Tables A.1, 9 and 10; deleted Sections I.E, I.G, I.I, I.J, Tables A, B, C, and 1 through 8; and added new Term I.K to the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective three (3) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Sections I.B, I.F, III and IV; add new Tables A.1, 9 and 10; delete Sections I.E, I.G, I.I, I.J, Tables A, B, C, and 1 through 8; and add new Term I.K to the Contract., as follows.]

I. Terms

B. This Contract applies to Customer's inbound packages and outbound packages that originate from Customer's distribution centers and retail locations (collectively "Contract Packages"), excluding packages originating from and/or addressed to ZIP Codes contained in Table A.1 below, as follows:

1. Priority Mail packages that do not exceed [REDACTED] and [REDACTED]
2. First-Class Package Service - Commercial packages that do not exceed [REDACTED]



E. [Deleted]

1. [Deleted]

Table A [Deleted]

2. [Deleted]

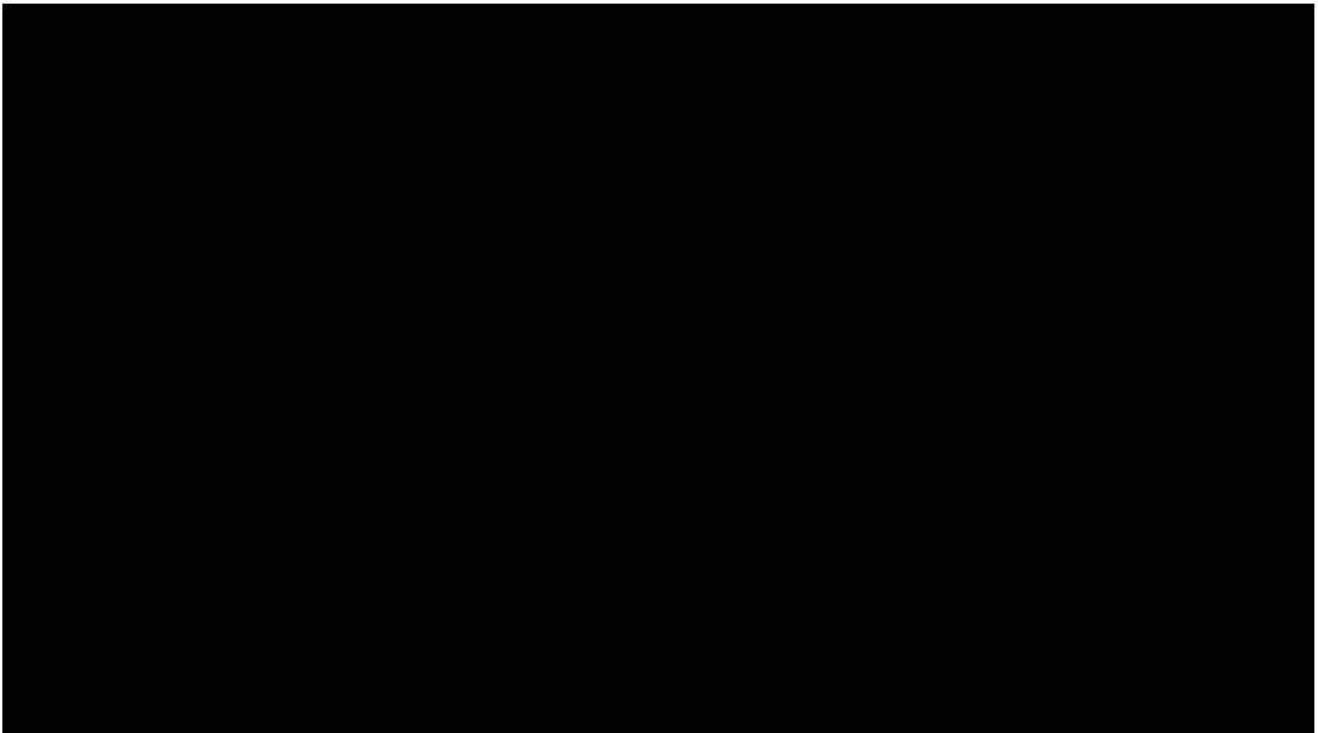
Table B [Deleted]

F. From the effective date of this Amendment until March 31, 2021, Customer will pay the respective Priority Mail and First-Class Package Service Contract Package prices in Section I.H found in Tables 9 and 10 below.

G. [Deleted]

Table C [Deleted]

H. Custom Priority Mail & First-Class Package Service - Commercial Pricing Tables





I. [Deleted]

J. [Deleted]

K. Record Keeping and Audit. Customer shall respond to the Postal Service's or its designated auditor's quarterly and/or yearly transaction confirmations related to Postal Service transactions; and such other assistance as required by the Postal Service or its designated auditors in connection with Customer's performance under this Contract.

III. Expiration Date and Termination

This Contract shall expire March 31, 2021, unless (1) terminated by either Party with sixty (60) calendar days' notice to the other Party in writing; (2) renewed by mutual agreement in writing; (3) superseded by a subsequent contract between the Parties; (4) ordered by the Commission or a court; or (5) required to comply with subsequently enacted legislation.

IV. Appeals

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to: [REDACTED] The appeal is forwarded to the Pricing and Classification Service Center (PCSC). The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

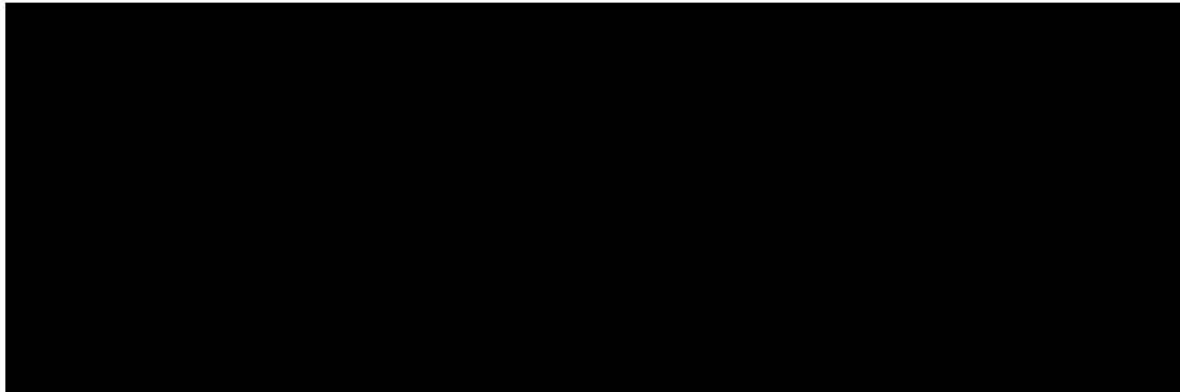
Signed by: Christine Bailey

Christine Bailey

Printed Name: ~~Timothy R. Costello~~

Title: Vice President Sales

Date: 10/20/2020



ATTACHMENT B
SIGNED CERTIFICATION

**Certification of Prices for Amendment to
Priority Mail Express & First-Class Package Service Contract 61**

I, Nan K. McKenzie, Manager, Pricing Innovation, Finance Department, am familiar with the prices and terms for the amendment to Priority Mail Express & First-Class Package Service Contract 61. The amended prices and terms contained in this Contract were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates (Governors' Decision No. 19-1).

I hereby certify, based on the financial analysis provided herewith, that the amended prices are in compliance with 39 U.S.C § 3633 (a)(1), (2), and (3). They are expected to cover attributable costs. There should therefore be no subsidization of competitive products by market dominant products. The amended contract should not impair the ability of competitive products on the whole to cover an appropriate share of institutional costs.

**Nan K.
McKenzie**

Nan K. McKenzie

Digitally signed by Nan K. McKenzie
DN: cn=Nan K. McKenzie, o, ou=Manager,
Pricing Innovation,
email=nan.k.mckenzie@usps.gov, c=US
Date: 2020.10.21 15:37:23 -04'00'